

EXHIBIT A

1 B. DENT

2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 Case No.

5 In re: 1:20-cv-06539 (JMP)

6 CITIBANK AUGUST 11, 2020 WIRE

7 TRANSFERS

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10 REMOTE VIDEOTAPED 30(b)(6) DEPOSITION OF

11 FREDERICK BAILEY DENT, III

12 New York, New York

13 October 9, 2020

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22 Reported by:

23 KATHY S. KLEPFER, RMR, RPR, CRR, CLR

24 JOB NO. 185139

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<p>1 B. DENT</p> <p>2</p> <p>3 October 9, 2020</p> <p>4</p> <p>5 REMOTE VIDEOTAPED deposition of</p> <p>6 FREDERICK BAILEY DENT, III, before</p> <p>7 Kathy S. Klepfer, a Registered</p> <p>8 Professional Reporter, Registered</p> <p>9 Merit Reporter, Certified Realtime</p> <p>10 Reporter, Certified Livenote Reporter,</p> <p>11 and Notary Public of the State of New</p> <p>12 York.</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 2</p> <p>1 B. DENT</p> <p>2 A P P E A R A N C E S:</p> <p>3</p> <p>4 MAYER BROWN</p> <p>5 Attorneys for Plaintiff</p> <p>6 1221 Avenue of the Americas</p> <p>7 New York, New York 10020</p> <p>8 BY: RICHARD SPEHR, ESQ.</p> <p>9 ALLISON ZOLOT, ESQ.</p> <p>10 ALINA ARTUNIAN, ESQ.</p> <p>11</p> <p>12 QUINN EMANUEL URQUHART & SULLIVAN</p> <p>13 Attorneys for Defendants</p> <p>14 51 Madison Avenue</p> <p>15 New York, New York 10010</p> <p>16 BY: BENJAMIN FINESTONE, ESQ.</p> <p>17 ZACHARY RUSSELL, ESQ.</p> <p>18</p> <p>19</p> <p>20 ALSO PRESENT:</p> <p>21</p> <p>22 GUS RESENDIZ, General Counsel and CCO</p> <p>23 New Generation Advisors, LLC</p> <p>24 MIMI REISERT, General Counsel, Citibank</p> <p>25 DAVID WOODFORD, Videographer</p>
<p>1 B. DENT</p> <p>2</p> <p>3 IT IS HEREBY STIPULATED AND</p> <p>4 AGREED, by and between the attorneys for</p> <p>5 the respective parties herein, that the</p> <p>6 filing and sealing be and the same are</p> <p>7 hereby waived.</p> <p>8 IT IS FURTHER STIPULATED AND</p> <p>9 AGREED that all objections, except as to</p> <p>10 the form of the question, shall be</p> <p>11 reserved to the time of the trial.</p> <p>12 IT IS FURTHER STIPULATED AND</p> <p>13 AGREED that the within deposition may be</p> <p>14 sworn to and signed before any officer</p> <p>15 authorized to administer an oath, with</p> <p>16 the same force and effect as if signed</p> <p>17 and sworn to before the Court.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 4</p> <p>1 B. DENT</p> <p>2 THE VIDEOGRAPHER: Good afternoon,</p> <p>3 counselors. My name is David Woodford,</p> <p>4 legal videographer in association with TSG</p> <p>5 Reporting, Inc.</p> <p>6 Due to the severity of COVID-19 and</p> <p>7 following the practice of social distancing,</p> <p>8 I will not be in the same room as the</p> <p>9 witness. Instead, I will record this</p> <p>10 videotaped deposition remotely.</p> <p>11 The court reporter, Kathy Klepfer,</p> <p>12 will also not be in the same room and will</p> <p>13 swear the witness remotely.</p> <p>14 Do all parties stipulate to the</p> <p>15 validity of this video recording and remote</p> <p>16 swearing and that it will be admissible in</p> <p>17 the courtroom as if it had been taken</p> <p>18 following Rule 30 of the Federal Rules of</p> <p>19 Civil Procedures and the State's rules where</p> <p>20 this case is pending?</p> <p>21 MR. FINESTONE: We agree to the</p> <p>22 validity of the video recording, and we</p> <p>23 agree that there are no objections to</p> <p>24 admissibility based on the fact that you are</p> <p>25 not in the same room as the witness or</p>

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2 Q. Did Mr. Beals tell you before 11:07 on
 3 August 13 that the loan -- that he believed that
 4 the loan had been mistakenly paid off?

5 MR. FINESTONE: Object to the form of
 6 the question. Compound.

7 You can answer if you can -- if you
 8 can, Bailey.

9 A. There was no correspondence on the
 10 subject prior to that e-mail at 11:07.

11 Q. Were there telephone calls or other
 12 communications between you and Mr. Beals prior
 13 to 11:07 on the 13th in which he indicated, in
 14 words or substance, that he believed that the
 15 loan had been mistakenly paid off by Citi?

16 MR. FINESTONE: Object to the form of
 17 the question. Same objection.

18 You can answer, Bailey.

19 A. There were not.

20 Q. The -- that sentence goes on to read,
 21 "But don't return it until hear" -- I think you
 22 meant "you hear" -- "from me. Thanks."

23 What's the basis of that communication
 24 to Mr. Beals at 11:07? Why did you say that?

25 A. It was based on a discussion that we

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2 had with counsel.

3 Q. And counsel, again, here is Quinn
 4 Emanuel?

5 A. That's correct. It was a privileged
 6 conversation with counsel.

7 Q. The next e-mail in the chain, two
 8 minutes later at 11:09, from Mr. Beals back to
 9 you reads, "Yes, see attached. We received
 10 interest which we were due and the principal by
 11 mistake."

12 Do you know what he attached to this
 13 e-mail?

14 A. I don't.

15 Q. Do you recall seeing the recall notice
 16 in conjunction with this e-mail exchange?

17 A. I don't.

18 Q. Mr. Beals goes on to write, "We
 19 received interest which we were due and the
 20 principal by mistake."

21 Do you see that?

22 A. I do.

23 Q. It goes on to read, "NT," referring to
 24 Northern Trust, "is going to return it."

25 Did you have any conversation with Mr.

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2 Beals around this e-mail exchange in which he
 3 states that the principal was paid by mistake?

4 A. I did not. The only correspondence is
 5 this e-mail between the two of us.

6 Q. Did you have any reason to believe on
 7 or about 11:09 a.m. on August 13 that the
 8 payment by Citi was not a mistake?

9 A. At that point, we had already received
 10 the e-mail from Citi saying that it was a
 11 mistake.

12 Q. Right. And so my question to you is
 13 did you have any reason to believe at or about
 14 this time that the payment was not made by
 15 mistake?

16 A. I know Citi said that they made the
 17 payment by mistake, but I didn't know about the
 18 payment prior to that -- to the e-mail from
 19 Citi.

20 Q. It goes on to say, "NT is going to
 21 return it. You want them to wait?" And you
 22 respond a minute later at 11:10, "Yes, wait.
 23 Call them immediately to not return."

24 What was the basis of that e-mail to
 25 Mr. Dent at 11:10?

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2 A. The e-mail to Mr. Beals at 11:10 to
 3 not return it, that was advice of counsel.

4 Q. Again, Quinn Emanuel, correct?

5 A. Right.

6 Q. Let's turn to Tab 10, please. This
 7 was a document that we previously marked as
 8 Beals Exhibit 13. It's Bates NEWGEN_CITI_0462.
 9 Begins with an e-mail from you to Mr. Beals and
 10 Colin Page, again dated August 13 at 1:21 p.m.

11 Do you see that?

12 A. I do.

13 Q. And this appears to be an e-mail
 14 exchange in which Citi is -- has sent a second
 15 followup recall notice; is that correct?

16 A. That's what it appears, yes.

17 Q. And it appears to have been sent to
 18 Mr. Beals; is that correct?

19 A. Looks like it was sent to operations,
 20 which includes Mr. Beals.

21 Q. And then he passes it on to you with
 22 an FYI?

23 A. That's correct.

24 Q. And then you respond, "Ignore for the
 25 time being. Thanks."